

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF RIO ARRIBA  
AND  
THE REGENTS OF New Mexico STATE UNIVERSITY  
COOPERATIVE EXTENSION SERVICE**

This Memorandum of Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, between the County of Rio Arriba (hereinafter referred to as the "County") and the Regents of New Mexico State University, Cooperative Extension Service (hereinafter referred to as the "Extension Service").

WHEREAS, New Mexico State University and the United States Department of Agriculture have adopted a Memorandum of Agreement for the conduct of Extension work in agriculture, home economics, and related areas in the State of New Mexico; and

WHEREAS, counties are empowered by the New Mexico County Extension Law to appropriate funds in support of Extension Service work to their respective counties (being Sections 76-2-1 through 76-2-12, NMSA 1978).

IT IS, THEREFORE, AGREED THAT:

1. SCOPE OF SERVICE:

The Extension Service will render the following services:

- A. Provide Extension Service work to the residents of the County.
- B. Provide the necessary federal-state (two-thirds) funding level to support the County Extension Service unit.
- C. Employ and train the professional and support staff to operate the County Extension Office consistent with the NMSU policies and procedures and funding levels.
- D. Deliver educational programs to County residents in Agriculture, Home Economics, 4-H and Youth, and Community and Resource Development.
- E. Provide the necessary Extension Service subject matter specialist support.
- F. Provide the necessary administrative and supervisory services.
- G. Extend the U. S. Department of Agriculture and Land Grant University research findings.
- H. Conduct field research and demonstrations applicable to County problems, as appropriate and feasible.
- I. Provide U. S. Department of Agriculture, Experiment Station, and Extension Service bulletins and publications for the residents of the County.
- J. Manage and monitor the necessary office operating expenses to include equipment, supplies, telephone and travel.
- K. Develop plans to work for program direction, evaluation and provide to appropriate officials.

- L. Prepare a monthly and annual report as specified by Extension Service policies and procedures for submittal to appropriate sources.
- M. Organize and support Extension Advisory Councils for program development, evaluation and recommendations.
- N. Recruit, train and support Extension Service program volunteer leaders.
- O. Provide an annual budget request on estimated operating costs for the County Extension unit.
- P. Comply with NMSU accounting and audit procedures and requirements as provided under state law.
- Q. Provide any other functions necessary and consistent with the legal provisions of Cooperative Extension Service authorization.

2. COMPENSATION:

The County shall pay to the Extension Service, in full payment for services rendered, the sum of \$113,732. Payments shall be made to the Extension Service upon the County's approval of quarterly statements of account submitted to the Executive Assistant by the Extension Service. Such Statements shall be submitted to the County on a quarterly basis. The total amount of such payments shall not exceed the total amount of this Agreement. Payment of all applicable federal and state taxes shall be the responsibility of the Extension Service.

3. COUNTY OBLIGATION:

The County hereby designates the Executive Assistant as the representative of the County, who shall serve as the liaison between the County and the Extension Service. This representative shall be available to the Extension Service at all reasonable times within the normal working hours of the County. Any questions which arise between the Extension Service and the County during the term of this Agreement shall be directed to the County's designated representative.

4. TERM:

The term of this Agreement shall become effective July 1, 2015, and terminate on June 30, 2016.

5. TERMINATION:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. ASSIGNMENT:

The Extension Service shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

7. SUBCONTRACTING:

The Extension Service shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

8. LIABILITY AND INSURANCE:

As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to the Agreement. The liability of each party shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, and of any amendments thereto.

The Extension Service must provide proof of Workman's Compensation Insurance (if applicable). The Extension Service must also provide proof of liability insurance in the amounts required under the New Mexico Tort Claims Act, as amended. The Extension shall carry insurance as provided by the State of New Mexico Risk Management Division, Department of Finance and Administration.

The general liability insurance shall provide coverage in the following amounts:

- a. The sum of \$100,000 for damage to or destruction of property arising out of a single occurrence;
- b. The sum of \$300,000 for all past and future medical and medically-related expenses arising out of a single occurrence; and
- c. The sum of \$400,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses as permitted under the Tort Claims Act; **or**
- d. The sum of \$750,000 for all claims other than medical or medically-related expenses arising out of a single occurrence.
- e. Professional liability (errors or omissions liability) insurance for at least \$500,000.

9. RECORDS AND AUDIT:

The Extension Service shall maintain detailed records of all services identified in the Scope of Service. The County shall have the right to inspect all records and to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

10. RELEASE:

The Extension Service, upon final payment of the amount due under this Agreement, releases the County, its officers, agents, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Extension Service agrees not to purport to bind the County to any obligation not agreed to unless the Extension Service has express written authority from the County to do so, and then only within the strict limitations of that authority.

11. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

12. ADDITIONAL SERVICES:

The parties agree that all tasks set forth in the Scope of Service, Paragraph 1 of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 2 of this Agreement, and for no other costs, amount, fee or expense.

13. APPROPRIATION/USE OF FUNDS:

The County has appropriated \$113,732 for the Extension Service. The funds shall be used for services identified in Section 1, Scope of Service.

It is expressly understood that any obligation, monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of resources for appropriations and for obligations. If sufficient funds are not appropriated or sufficient authority is not given to perform such obligations, this Agreement is subject to termination by either the Extension Service or the County. The County's decision as to whether sufficient appropriations are available shall be final.

14. PROCUREMENT REQUIREMENTS:

The Extension Service agrees to follow the State Procurement Code and applicable procurement regulations in the expenditures of any County funds received. The Extension Service must retain a permanent file containing a record of all expenditures for a period of three years. The County auditor may audit those accounts as part of the yearly audit.

15. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written

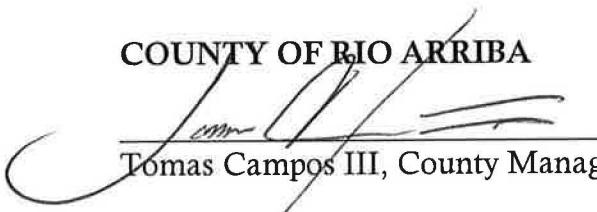
Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. APPLICABLE LAW:


This Agreement shall be governed by the Ordinances of the County of Rio Arriba and the laws of the State of New Mexico.

IN WITNESS WHEREOF, both the County and Extension Service have caused this Memorandum of Agreement to be duly executed.

COUNTY OF RIO ARRIBA

  
Tomas Campos III, County Manager

ATTEST:

  
Moises A. Morales, County Clerk


APPROVED AS TO FORM:

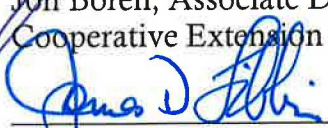
  
Adan Trujillo, County Attorney

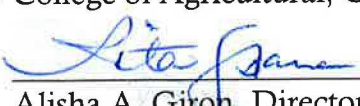
THE REGENTS OF NEW MEXICO STATE UNIVERSITY  
COOPERATIVE EXTENSION SERVICE

  
Patrick Torres, Northern District Department Head  
Cooperative Extension Service

  
Desaree Jimenez, Rio Arriba County Program Director

  
Jon Boren, Associate Dean and Director  
Cooperative Extension Service

  
James Libbin, Interim Dean and Chief Admin. Officer  
College of Agricultural, Consumer and Environmental Sciences

  
Alisha A. Giron, Director, Office of Grants and Contracts  
